

**Louis LaTorre, Director
Social Services**

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 12/17-12/18/03

Division: Community Services

Bulk Item: Yes X No

Department: Social Services

AGENDA ITEM WORDING: Approval of Amendment to Agreement between GA Food Service and Monroe County Bayshore Manor to renew contract for one additional year, January 1, 2004-December 31, 2004.

ITEM BACKGROUND: Contract signed by the Board of County Commissioners on December 18, 2002. Contract provides for contract renewal option of one or two more years. This will be the first year renewal. Actual price of meal is \$2.71, which maintains meals at the original contract price.

PREVIOUS RELEVANT BOCC ACTION: The Monroe County Board of County Commissioners granted approval and authorized execution of initial Contract for food service with GA Food in December 2002 for January-December 2003.

CONTRACT/AGREEMENT CHANGES: Price per meal remains the same as last year, \$2.71 per meal, exercising a one-year renewal option

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$28,000.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: N/A

REVENUE PRODUCING: Yes No X Amount per Month N/A Year N/A

APPROVED BY: County Atty. X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

James E. Malloch

DOCUMENTATION: Included: X To Follow: Not Required

DISPOSITION:

Agenda Item #:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: GA Food Service, Inc. Contract #
 Effective Date: 1/1/2004
 Expiration Date: 12/31/2004
 Contract Purpose/Description:
Provides meals to the residents of Bayshore Manor

Contract Manager: Louis LaTorre 4572 Social Services
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/17-12/18/03 Agenda Deadline: 12/2/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 28,000.00 Current Year Portion: \$ 28,000.00
 Budgeted? Yes ☒ No ☐ Account Codes: 001-61504-530-491-
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>12/8/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>J. Maloney</u>	<u>12/8/03</u>
Risk Management	<u>12/4/03</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Bill J. J. J.</u>	<u>12/4/03</u>
O.M.B./Purchasing	<u>12/03/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A. Parker</u>	<u>12/4/03</u>
County Attorney	<u>11/25/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Signe H. H.</u>	<u>12/01/03</u>

Comments: Redo with correct name's name for signature

PM - Contract and subsequent amendments contain no insurance provisions or Indemnification/hold harmless agreement as required by Administration instruction 4709.5. Insurance requirements are WCL, GLL, VLI

11/24/03

Insurance pages added to amendment
CK

AMENDMENT TO FOOD CONTRACT

Amendment No. 3 – Bayshore Manor (AL4196)

THIS AMENDMENT TO FOOD CONTRACT ("Amendment"), entered into between **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY**, a body corporate and politic existing under the laws of the State of Florida, ("Purchaser") and **G.A. FOOD SERVICE, INC.**, a Florida corporation with offices in St. Petersburg, Florida ("Provider") amends the **FOOD CONTRACT** (hereinafter "Contract") this 19th day of November, 2003 as follows:

RECITAL

1. **WHEREAS**, Purchaser operates an Assisted Living Facility ("ALF") by the name of Bayshore Manor ("Bayshore"). Bayshore requires the provision of meals for its participants, and the Purchaser has determined that Provider can provide the services required by Bayshore's feeding program in accordance with all applicable federal, state, county, and municipal laws relative to ALF.
2. **WHEREAS**, Purchaser has determined Provider performs services in accordance with federal, state, and local laws, rules, regulations, and policies as they pertain to the Older Americans Act funds and Agency for Health Care Administration pursuant to Ruler 58A-6, as pertains to Adult Day Care facilities. 58A-s6.009(2)(g), F.A.C.
3. **WHEREAS**, Provider is a food catering service provider, established by the state to be a qualified provider of food-catering services.
4. **WHEREAS**, Purchaser bid its food service program via Bid No. 330-35-0-2002/LC ("Bid") on or about November 26, 2002 for implementation on or about January 1, 2003 through December 31, 2003 ("Initial Term"). Bid also provides Purchaser and Provider (collectively referred to "the Parties") the option to extend Contract for two one-year terms. In addition, Bid provided Bayshore the option to piggyback onto Purchaser's contract commencing Initial Term. The Parties agreed to food service at a rate of \$2.71 per meal for the Initial Term, and this rate was passed onto Bayshore 2003.
5. **WHEREAS**, on or about October 29, 2003, Purchaser and Provider agreed to extending and renewing Contract for 2004 and this extension and renewal option was also provided to Bayshore. To that end, on or about November 19, 2003, Bayshore expressed its written intent to renew its food service agreement with Provider for a term of one year, commencing January 1, 2004 and terminating December 31, 2004 at a rate of \$2.71 per meal. Contract further provides the Parties and Bayshore the option to renew for an additional one-year term at the conclusion of the 2004 term.
6. **WHEREAS**, pursuant to Purchaser's request, Provider is extending the Contract with Purchaser and Bayshore for another one-year term, as evidenced by this Amendment, and shall provide Purchaser and Bayshore meals at the following rates:

\$2.71 per meal for the term of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Contract between the Parties is amended as follows:

1. The Parties' Contract is extended for a one-year period to begin January 1, 2004 and to terminate December 31, 2004.
2. The prices provided to Purchaser for the extended Contract term will be \$2.71 per meal.

This Amendment shall be effective January 1, 2004, or on the date which the Amendment has been signed by both parties, whichever is later.

All provisions to the Contract and any of its attachments, which may be in conflict with this Amendment are hereby superceded and shall conform to this Amendment.

All provisions in the Contract that are not in conflict with this Amendment are still in full force and effect and are to be performed at the level specified in the Contract.

By reference herein, Amendment is made a part of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this (two-page) Amendment to be executed by their undersigned officials, as duly authorized hereunder.

(SEAL)
ATTEST:

PURCHASER:

BOARD OF COUNTY COMMISSIONERS
FOR MONROE COUNTY

Danny L. Kolhage, Deputy Clerk

By: _____

Its: Mayor/Chairman

Dated: _____, 20____

PROVIDER:

G.A. FOOD SERVICE, INC.

(SEAL)
ATTEST:

Kenneth A. LoBianco, Secretary

By: _____

James J. LoBianco

Its: President

Dated: November 19, 2003

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUTHERLAND
Date: 12/03/03

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

TCS

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage**

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

AMENDMENT TO FOOD CONTRACT

Amendment No. 2 – Bayshore Manor (AL4196)

THIS AMENDMENT TO FOOD CONTRACT ("Amendment"), entered into between **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY**, a body corporate and politic existing under the laws of the State of Florida, ("Purchaser") and **G.A. FOOD SERVICE, INC.**, a Florida corporation with offices in St. Petersburg, Florida ("Provider") amends the **FOOD CONTRACT** hereinafter "Contract") this _____ day of _____ 2001 as follows:

RECITAL

1. **WHEREAS**, Purchaser operates an Assisted Living Facility ("ALF") by the name of Bayshore Manor ("Bayshore"). Bayshore requires the provision of meals for its participants, and the Purchaser has determined that Provider can provide the services required by Bayshore's feeding program in accordance with all applicable federal, state, county, and municipal laws relative to ALF.
2. **WHEREAS**, Purchaser has determined Provider performs services in accordance with federal, state, and local laws, rules, regulations, and policies as they pertain to the Older Americans Act funds and Agency for Health Care Administration pursuant to Ruler 58A-6, as pertains to Adult Day Care facilities. 58A-s6.009(2)(g), F.A.C.
3. **WHEREAS**, on or about December 8, 1999, Purchaser and Provider (collectively, "the Parties") entered into Contract for the provision of meals to the Bayshore, for a term of one year, commencing January 1, 2000 and terminating December 31, 2000. Contract offers the Parties an option to renew for one year at the end of the Contract term.
4. **WHEREAS**, Provider is a food catering service provider, established by the state to be a qualified provider of food-catering services.
5. **WHEREAS**, Purchaser provided correspondence to Provider dated June 25, 2001, evidencing its desire to renew Contract for a one-year term to commence January 1, 2002 and to terminate on December 31, 2002.
6. **WHEREAS**, pursuant to Purchaser's request, Provider is extending the Contract with Purchaser for another one-year term, as evidenced by this Amendment, and shall provide Bayshore meals at the following rates:

\$ 1.50 per meal for the term of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Contract between the parties is amended as follows:

1. The Parties' Contract is extended for a one-year period to begin January 1, 2002 and to terminate December 31, 2002.

2. The prices provided to Purchaser for the extended Contract term will be \$ 2.55 per meal.

This Amendment shall be effective January 1, 2002, or on the date which the Amendment has been signed by both parties, whichever is later.

All provisions to the Contract and any of its attachments, which may be in conflict with this Amendment are hereby superceded and shall conform to this Amendment.

All provisions in the Contract that are not in conflict with this Amendment are still in full force and effect and are to be performed at the level specified in the Contract.

By reference herein, Amendment is made a part of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this (two-page) Amendment to be executed by their undersigned officials, as duly authorized hereunder.

(SEAL)
ATTEST

PURCHASER:

BOARD OF COUNTY COMMISSIONERS
FOR MONROE COUNTY

Danny L. Kollhage, Deputy Clerk

By: George R. Neugent
Its: Mayor/Chairman
Dated: _____, 2001

PROVIDER:

G.A. FOOD SERVICE, INC.

(SEAL)
ATTEST

Kenneth A. LoBianco, Secretary

By: James J. LoBianco
Its: President
Dated: June 28, 2001

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY Suzanne A. Hutton
DATE 7/24/01

AMENDMENT TO AGREEMENT

Bayshore Manor

THIS AMENDMENT made this 21st day of NOV, 2000, by and between the Board of County Commissioners of Monroe County, Florida, a body corporate and politic existing under the laws of the State of Florida, hereinafter called the Sponsor, and GA Food Service, Inc., a Florida corporation whose mailing address is 12200 32nd Court North, St. Petersburg, Florida, hereinafter called the Caterer.

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated December 8, 1999, for the provision of meals at Bayshore Manor, an Assisted Living Facility operated by Monroe County; and

WHEREAS, said agreement provided an option to the Sponsor to renew the contract twice, each time for an additional year; and

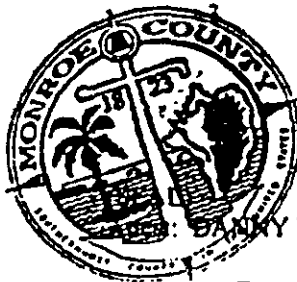
WHEREAS, the Sponsor has elected to exercise said option for the benefit of Bayshore Manor residents; now, therefore,

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The Sponsor elects to renew the contract for an additional year pursuant to the contract entered December 8, 1999.
2. The effective date of this amendment is January 1, 2001 and shall extend through December 31, 2001.

Paragraph G of the contract, entered into December 8, 1999, shall be amended to provide for the cost per meal to be \$2.55 for the period covered by this amendment.

All other terms and conditions of the contract dated December 8, 1999, as previously amended shall remain in full force and effect.



SANNY L. KOLHAGE, CLERK

By: [Signature]
Deputy Clerk

(SEAL)
Attest:

By: [Signature]
Secretary

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Mayor/Chairman

GA FOOD SERVICE, INC.

By: [Signature]
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.BY [Signature]

SUZANNE A. MINTON

10/23/00

CONTRACT

THIS AGREEMENT made this 8th day of December, 1999, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, hereinafter called SPONSOR, and G. A. FOOD SERVICE, INC., a Florida corporation whose mailing address is 12200 32nd Court North, St. Petersburg, Florida, hereinafter called CATERER.

W I T N E S S E T H:

WHEREAS, SPONSOR desires to purchase meals for clients of Bayshore Manor, an Assisted Living Facility licensed by the State of Florida and operated by the Board of County Commissioners of Monroe County, Florida and

WHEREAS, CATERER desires to supply meals to Bayshore Manor under the terms and conditions of this AGREEMENT, now therefore in consideration of the mutual covenants, promises and premises herein contained, the parties agree as follows:

- A. CATERER agrees to furnish meals in accordance with Attachment "A" of this AGREEMENT.
- B. SPONSOR agrees to pay CATERER for meals purchased within thirty (30) days of receipt by SPONSOR or CATERER'S invoices. The Parties agree that payments may be made and will be accepted, in whole or in part, by check.
- C. The Parties agree that SPONSOR must place weekly food orders with CATERER no later than Wednesday of each week.
- D. The obligations of the Parties to this AGREEMENT are subject to the availability of funds lawfully appropriated annually for the purchase of food by SPONSOR.

E. CATERER agrees to deliver weekly food orders placed by SPONSOR no later than Friday of each week and that frozen food will be maintained at or below ZERO DEGREES Fahrenheit from the time it leaves CATERER'S processing plan until the time it is delivery to Bayshore Manor.

F. The Parties understand and agree that the number of breakfast meals, lunch meals and dinner meals ordered and to be supplied may vary from week to week due to changes in SPONSOR'S client population.

G. Parties agree that throughout the term of this AGREEMENT the unit cost per meal will be TWO DOLLARS AND FORTY EIGHT (\$2.48) CENTS, provided that and as long as both this AGREEMENT and that certain agreement entered into by and between G. A. Food Service, Inc. and the Monroe County Nutrition III-C program, commencing on January 1, 2000 and terminating on January 1, 2001, continue in full force and effect.

DURATION OF AGREEMENT

This AGREEMENT shall continue in full force and effect, from 12:01 AM, January 1, 2000 until 12:01 AM, December 31, 2000. SPONSOR shall have the option of renewing the AGREEMENT for A PERIOD OF ONE (1) calendar year at the end of which SPONSOR will have the option of renewing the AGREEMENT for one (1) additional calendar year. If an option(s) is exercised, it shall be on the same terms and conditions as the AGREEMENT, excepting only an increase in the unit cost per meal to match any rise in the cost of living index as provided by the Federal Government in November of the year(s) preceding the year(s) for which the option(s) is exercised and providing that the Monroe County Nutrition III-C program also simultaneously exercises its agreement option(s).

AMENDMENTS TO AGREEMENT

This AGREEMENT may be amended at any time subsequent to its execution by both parties by the parties signing and executing such an amendment(s).

NOTICE

Any notice required by this AGREEMENT to be made by either party shall be made by Certified Mail, Return Receipt Requested as follows:

SPONSOR

Name: _____

Address: _____

_____**CATERER**Name: G.A. FOOD SERVICE, INC.Address: 12200 32nd Court NorthSt. Petersburg, Florida 33716
_____**FLORIDA LAW**

Both parties will at all times, during the duration of this AGREEMENT, comply with all applicable Federal, State, County and Municipal laws. Both parties agree that the proper jurisdiction and venue of any claim(s) arising under this AGREEMENT shall be in Monroe County, Florida.

This is to certify that this AGREEMENT as approved by Bayshore Manor and the Monroe County Administrator was ratified by the Monroe County Board of County Commissioners at its meeting on the 8th day of December, 1999.



(SEAL) BOARD OF COUNTY COMMISSIONERS
ATTEST: BARRY L. KOLHAGE, OF MONROE COUNTY, FLORIDA
CLERK

By Deborah C. DeSantis By Shirley Freeman
Deputy Clerk Mayor/Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY Suzanne A. Hutton
DATE 11/19/99

G. A. FOOD SERVICE, INC.

By Anna Jo Brame
Chief Executive Officer

ATTACHMENT "A"

ENTREE/VEGETABLE LUNCH AND DINNER MEAL COMPONENTS

It is required that on frozen lunch and dinner entrees SPONSOR will include the remaining components of the meals, i.e., milk, butter, bread, fresh fruit/dessert, and juice. These must meet standards as stated in Meals Standards (see Appendix II).

Breakfast = optional; Lunch = 96; Supper = 112

These meals will be purchased weekly on SPONSOR'S menu cycle of six (6) weeks.

1. The lunch and dinner entree/vegetable component must each consist of a minimum of 3 oz. cooked, edible meat or comparable, alternative protein food source and two (2) 4 oz. drained weight servings of vegetables and fruits. These entree/vegetable components must be of such quality when fresh components are added to them, consisting of milk, desserts, bread and margarine, that each complete lunch and dinner meal contains one-third (1/3) of the daily recommended dietary allowance for adults 51 years of age and older as established by the Food and Nutrition Board of the National Academy of Science - National Research Council.
2. These preproportional unitized entrees and vegetables shall have no salt or sugar added.
3. They must be sealed and clearly labeled with entree contents and proper heating instructions, with letters large enough to be read by the visually impaired.
4. They must consistently be produced in a United States Department of Agriculture inspected and approved plant.
5. All meal components that require reheating must be packaged in a container with lid that can be warmed in either a convection or microwave oven.
6. If frozen, they must be delivered to Bayshore Manor at temperatures no greater than zero (0) degrees Fahrenheit.

In addition to the above, CATERER must provide, with each food delivery to Bayshore Manor, as many of the following items appropriate for the number of meals required by Bayshore Manor, at no cost:

Margarine, hairnets: 23x17x47 can liners: individual salt, pepper, sugar and sweetener; hand towels: individual Thousand Island dressing; individual French

dressing; individual salad dressing; individual tea bags; individual tartar sauce; paper placements; 8 oz. squat foam cups; #10 paper bags; plastic knives, forks and spoons; napkins; and 8 oz. foam drink cups.

MENUS

Menus are to be submitted BY CATERER to the Bayshore Manor Sr. Administrator for approval at least eight (8) weeks prior to the implementation of each menu cycle. Menu plans as approved throughout the year must be adhered to, unless changed by mutual agreement between CATERER and the Sr. Administrator of Bayshore Manor.

CATERER must work with the Bayshore Manor Sr. Administrator throughout the term of the agreement and change menus and meal procedures to assure acceptable meal content and quality. CATERER will observe ethnic, religious and seasonal preference of specified foods (i.e., religious holidays) in consultation with the Bayshore Manor Sr. Administrator.

All menus submitted BY CATERER will include grading specifications of items (entrees/vegetables) and should contain meals which can be implemented and adhered to throughout the term of the agreement.

Additionally, SPONSOR agrees to provide to Bayshore Manor, within forty eight (48) hours of a telephone or fax request by the Bayshore Manor Sr. Administrator, non-perishable, packaged food sufficient to supply the two thirds of the daily recommended dietary allowances for persons aged 51 years and older for as many as twenty (20) people for a period of fifteen (15) days.

REGULATIONS FOR ASSISTED LIVING FACILITY MEALS

Each meal provided under this agreement must contain at least one-third (1/3) of the current Recommended Dietary Allowances. Conformity to this requirement will be assured by planning menus using the following criteria:

1. Each lunch and dinner meal shall contain a three oz. cooked, edible portion of meat, fish or fowl. An equivalent amount of meat alternates, individually or in combination may be used no more than once per week for variety. Meat alternates include cooked dry beans, peas, lentils, nuts, nut butter (peanut butter and others), or products made from these foods. Alternates for the protein in one oz. of cooked lean meat include one-fourth cup cottage cheese; one oz. cheddar cheese; one egg; one-half cup cooked dry beans, peas or lentils (garbanzos, lima beans, black-eyed peas, pinto beans, red beans, etc.); two tablespoons of nut butter.
 - a. Ground meat may be used in entrees no more than twice in one week.

- b. If served twice in one week, the ground meat shall be served at least once in "solid" form, such as meat loaf, Salisbury steak, stuffed peppers, etc.
2. Each lunch and dinner meal shall contain two (2) one-half cup servings (drained volume) of different vegetables or fruits, or their juices, including:
- a. A vitamin A-rich food shall be served at least three times per week. A vitamin A-rich food is a single serving or a combination of two servings at the same meal that provide at least one-third of the RDA for the vitamin. These include carrots, cantalope, broccoli, pumpkin, sweet potatoes, winter squash (butternut, acorn, etc.) and all deep green leafy vegetables.
 - b. A vitamin C-rich food must be served daily. A vitamin C-rich food is a single serving or a combination of two servings at the same meal that provide at least one-third of the RDA for that nutrient. Fortified full-strength juices, defined as fruit juices that are 100 percent natural juice with vitamin C added, may be counted as a vitamin C-rich food.
 - (1) Partial strength or simulated fruit juices or drinks, even when fortified, may not count as vitamin C sources.
 - (2) The required 20 mg. of vitamin C may come from no more than two food items.
 - c. Sweet potatoes and yams may be counted as either vegetable/fruit or bread requirement, but not both groups in one meal. Rice, noodles, spaghetti, macaroni, and grits may not be counted as a vegetable/fruit.
 - d. Vegetable soup may be used to fulfill one portion of the vegetable/fruit requirement if the soup contains at least one-half cup of vegetables per serving of soup.
 - e. Dried beans, peas or lentils may be used to fulfill the fruit/vegetable requirement. However, if used as a fruit/vegetable, they cannot be counted as a meat/meat alternate in the same meal.
 - f. Congealed salad may be used to fulfill one portion of the fruit/vegetable only if the salad contains at least one-half cup of vegetables or fruit per serving of the salad.
 - g. Fruits used as a dessert cannot also be counted as a serving of vegetable/fruit in the same meal.
 - h. A good balance of succulent and starchy vegetables which present contrast in color, texture, temperature and shape shall be used. Starchy vegetables should be limited to one per meal (corn, lima beans, potatoes, dried beans, black-eyed peas, hominy).

3. Each lunch and dinner meal shall contain one serving of whole grain or enriched bread, biscuits, muffins, rolls, sandwich buns, cornbread, other hot breads, or a bread alternate.
 - a. Bread alternates include enriched or whole grain cereals or cereal products such as rice, spaghetti, macaroni, noodles, dumplings, pancakes, waffles, tortillas and grits.
 - b. Sweet potatoes or yams can be counted as meeting either the bread requirement or the vegetable/fruit requirement, but not both groups in the same meal.
 - c. Enriched and whole-grain flour, meal, cereals and cereal products shall be used.
4. Each lunch and dinner meal shall contain one teaspoon or fortified margarine except for those meals that may be higher than average in fat content. In these cases, the PDAA or AAA Nutrition Consultant may approve the elimination of the margarine for that meal only.
5. Each lunch and dinner meal shall contain one (1) one-half cup serving of a dessert. The use of simple desserts, such as fruit, fruit juice, pudding gelatin desserts, ice cream, ice milk or sherbet is encouraged.
 - a. Fruit juice may be used no more than one time per week as the dessert item. If juice is used as the dessert, the total caloric content of the meal must be a minimum of 750 calories.
 - b. Baked goods such as cookies, cake, pie and similar foods may be used as the dessert no more than 50 percent of the time.
6. Each lunch and dinner meal shall contain eight oz. of fortified low-fat milk.
 - a. All milk and milk fluid products for drinking purposes shall be purchased and served in the individual container in which they were packaged at the milk plant.
7. Coffee, tea, decaffeinated beverages, soft drinks and fruit flavored drinks may be used, but shall not be counted as fulfilling any part of the meal pattern requirements.